



City of Palm Coast
Agenda
CITY COUNCIL WORKSHOP

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoastgov.com

Mayor Milissa Holland
Vice Mayor Robert G. Cuff
Council Member Steven Nobile
Council Member Nick Klufas
Council Member Heidi Shipley

Tuesday, April 10, 2018

9:00 AM

COMMUNITY WING

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are televised on Charter Spectrum Networks Channel 495 and on AT&T U-verse Channel 99.
- > All pagers and cell phones are to remain OFF while City Council is in session.

A CALL TO ORDER

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

D PUBLIC PARTICIPATION

E PRESENTATIONS

1 PRESENTATION OF ANNUAL INVESTMENT REPORT

2 PRESENTATION - STRATEGIC ACTION PLAN EVALUATION

3 DISCUSSION- FLORIDA PARK DRIVE

F WRITTEN ITEMS

- 4 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS FOR THE 2018 CITY ELECTIONS**

- 5 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE PUMP STATION "D" IMPROVEMENTS PROJECT.**

- 6 RESOLUTION 2018-XX AUTHORIZING THE CITY MANAGER TO EXECUTE THE EAST FLAGLER MOSQUITO CONTROL DISTRICT LOW LEVEL FLIGHTS AUTHORIZATION**

- 7 RESOLUTION 2018-XX APPROVING ONE-YEAR PRICE AGREEMENT WITH ENVIRONMENTAL LAND SERVICES FOR DEBRIS DISPOSAL SERVICES**

- G PUBLIC PARTICIPATION**

- H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

- I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

- J DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

- K ADJOURNMENT**

- 8 CALENDAR/WORKSHEET**

- 9 ATTACHMENTS TO MINUTES**

City of Palm Coast, Florida Agenda Item

Agenda Date : 4/10/2018

Department FINANCE Item Key 3036	Amount Account #
Subject PRESENTATION OF ANNUAL INVESTMENT REPORT	
<p>Background : As per the City's investment policy, each year the Finance Director shall submit to the City Council a written report on all invested funds. The annual report shall include, but not be limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, the yield on each investment.</p> <p>The annual report will show performance on both a book value and total rate of return basis and will compare the results to the performance benchmarks.</p> <p><u>Strategic Action Plan</u> 3.2.1.3.12422.b Report to City Council on the annual investment results and policy compliance.</p>	
<p>Recommended Action : For presentation only.</p>	



City of Palm Coast, Florida



Annual Investment Review For the Period Ended December 31, 2017

Investment Advisors

PFM Asset Management LLC

Steven Alexander, CTP, CGFO, CPPT, Managing Director
Robert Cheddar, CFA, Chief Credit Officer, Managing Director
D. Scott Stitcher, CFA, Director
Sean Gannon, Analyst

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North Front & Market Streets
Harrisburg, PA 17101-2044
717.232.2723
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Orlando, FL 32801
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Tab I

- ◆ Executive Summary

Tab II

- ◆ Market Update
- ◆ Investment Portfolio
- ◆ Utility Portfolio

Tab III

- ◆ Asset Allocation
- ◆ Appendix

Tab I

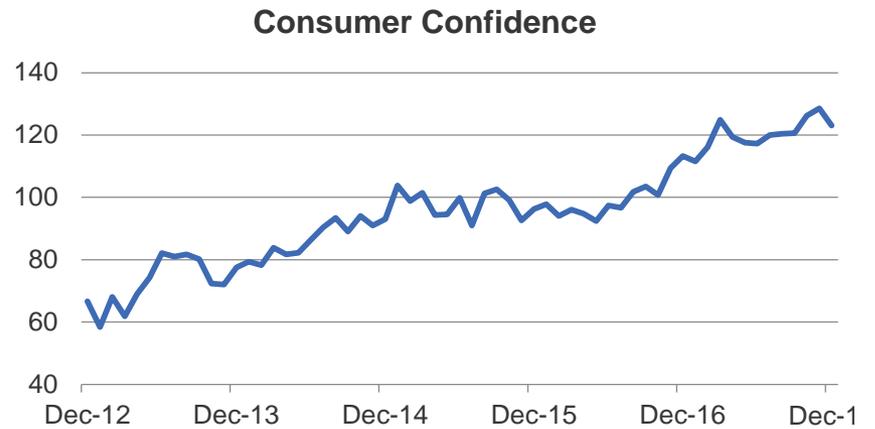
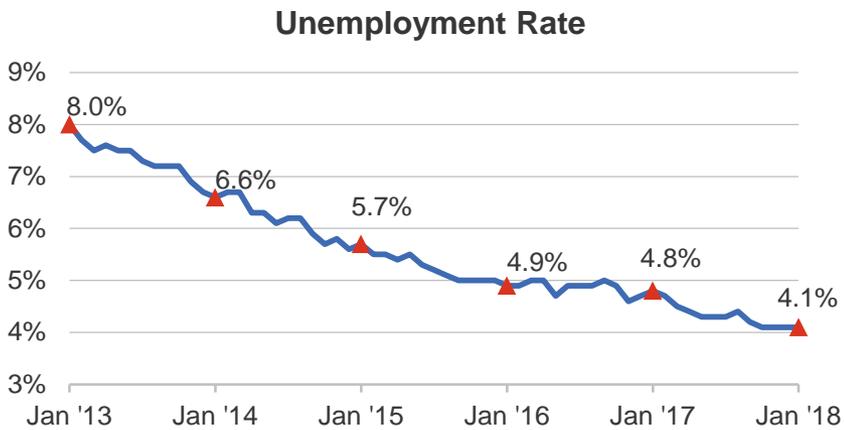
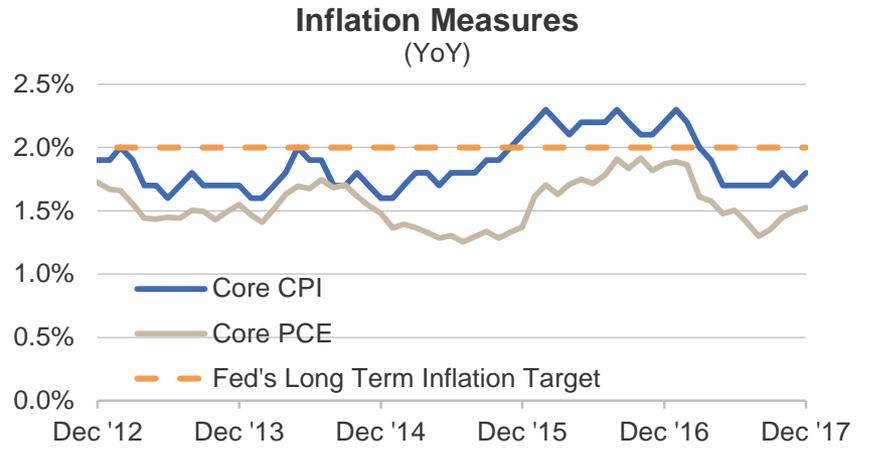
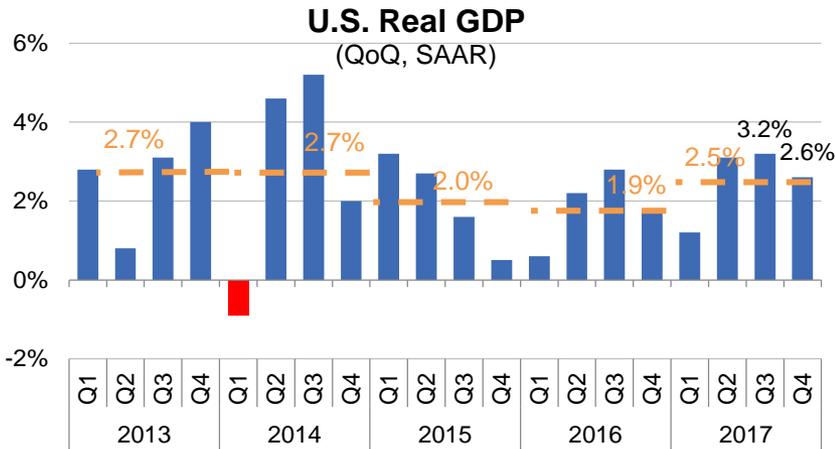
- The City's Investment Portfolio is of high credit quality and invested in U.S. Treasury, federal agency/GSE, corporate, asset-backed, commercial paper, municipal securities, and supranational securities.
- The Portfolio was funded in August of 2017 and upon opening took securities in kind in the amount of \$46,138,475.
- The Portfolio had a quarterly total return performance of -0.18% outperformed the benchmark performance of -0.25% by 0.07%.
- The Utility System Ref 2013 Fund had a yield to maturity at cost of 1.29%, compared to the benchmark yield of 1.25% as of quarter end.¹
- In the closing quarter of 2017, economic data was generally favorable, the unemployment rate hovered near a 15-year low, inflation remained in check, and the Fed raised rates for a third time in 2017. At the same time, both consumer and business confidence remained high, and Congress passed large corporate and individual tax cuts.
- The year came to a close with an exclamation point from Washington, as lawmakers agreed on a historic tax cut bill. The tax overhaul is projected to provide an economic boost, for at least the near term, as the top corporate tax rate was slashed from 35% to 21% and personal tax levels were reduced across the board. While the long term impact is yet to be determined, immediate market reaction has been positive.
- 2017 capped the 8th straight year of recovery from the 2008-09 Great Recession – the third longest expansion of the past century. Initial fourth quarter estimates are for growth in the 2.5% to 3% range, with consumer spending and business investment fueling the growth.
- Treasury yields continue to rise with the 2-year yield reaching the highest level since 2008. Meanwhile, longer-term yields are rising more slowly (or not at all) due to modest inflation, flattening the yield curve.
- Following a three-hike 2017, the dot plot released at the December 2017 FOMC meeting indicated an expectation for three more in 2018. Additionally, newly appointed FOMC Chairman, Jerome Powell, is largely expected to continue the policy normalization path initiated by his predecessor, Janet Yellen, leadership changes have the potential for uncertainty.

1. According to the City's investment policy the short term benchmark is the S&P GIP All 30 Day Gross of Fees. However, due to system limitations the 3 month T-Bill is utilized for comparative purposes for the short term portfolio.

Tab II



Current Economic Conditions



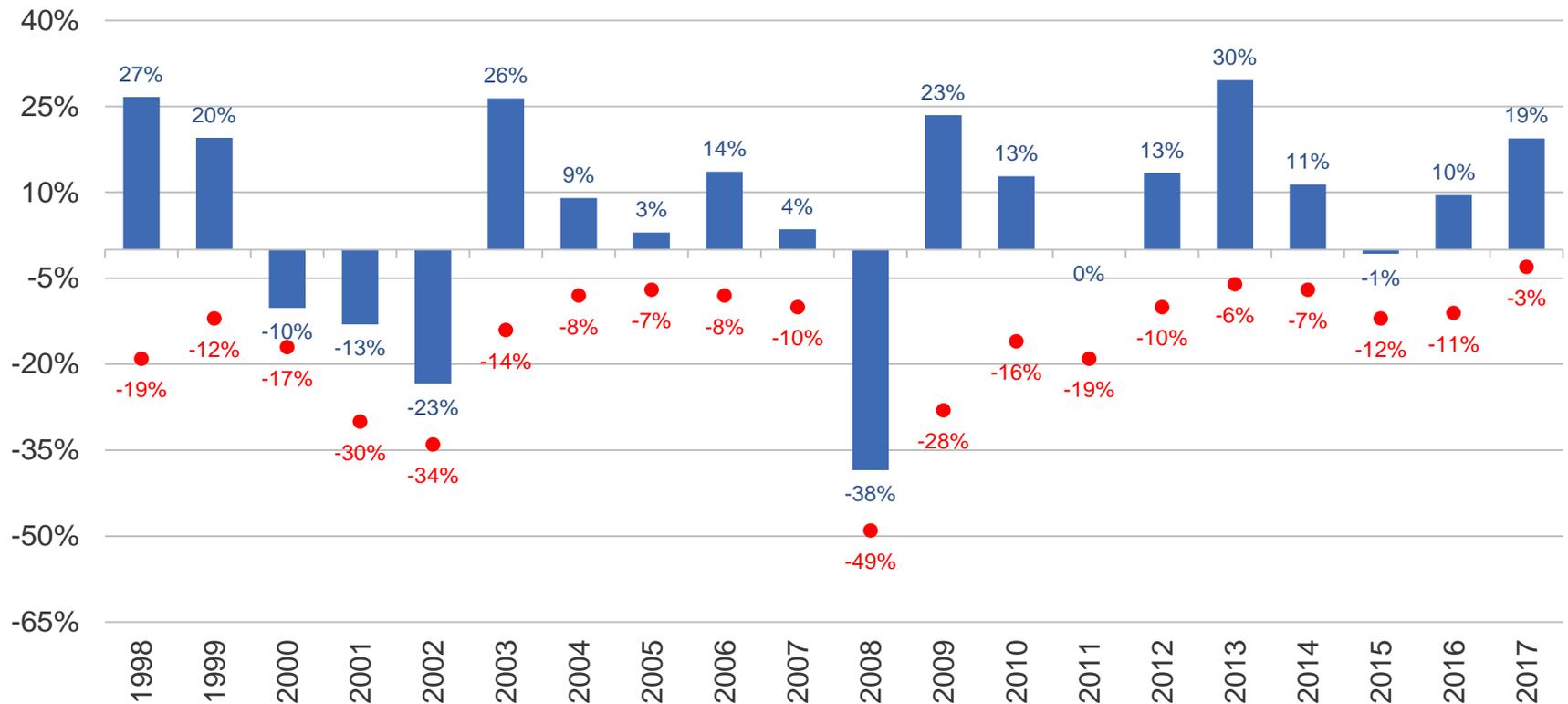
Source: Bloomberg, data available as of 1/31/18. SAAR is seasonally adjusted annualized rate.



Stock Market Corrections are Normal and Frequent

Stock Market Returns and Intra-Year Declines

■ S&P 500 Price Return (Calendar Year) ● Maximum Intra-year Decline

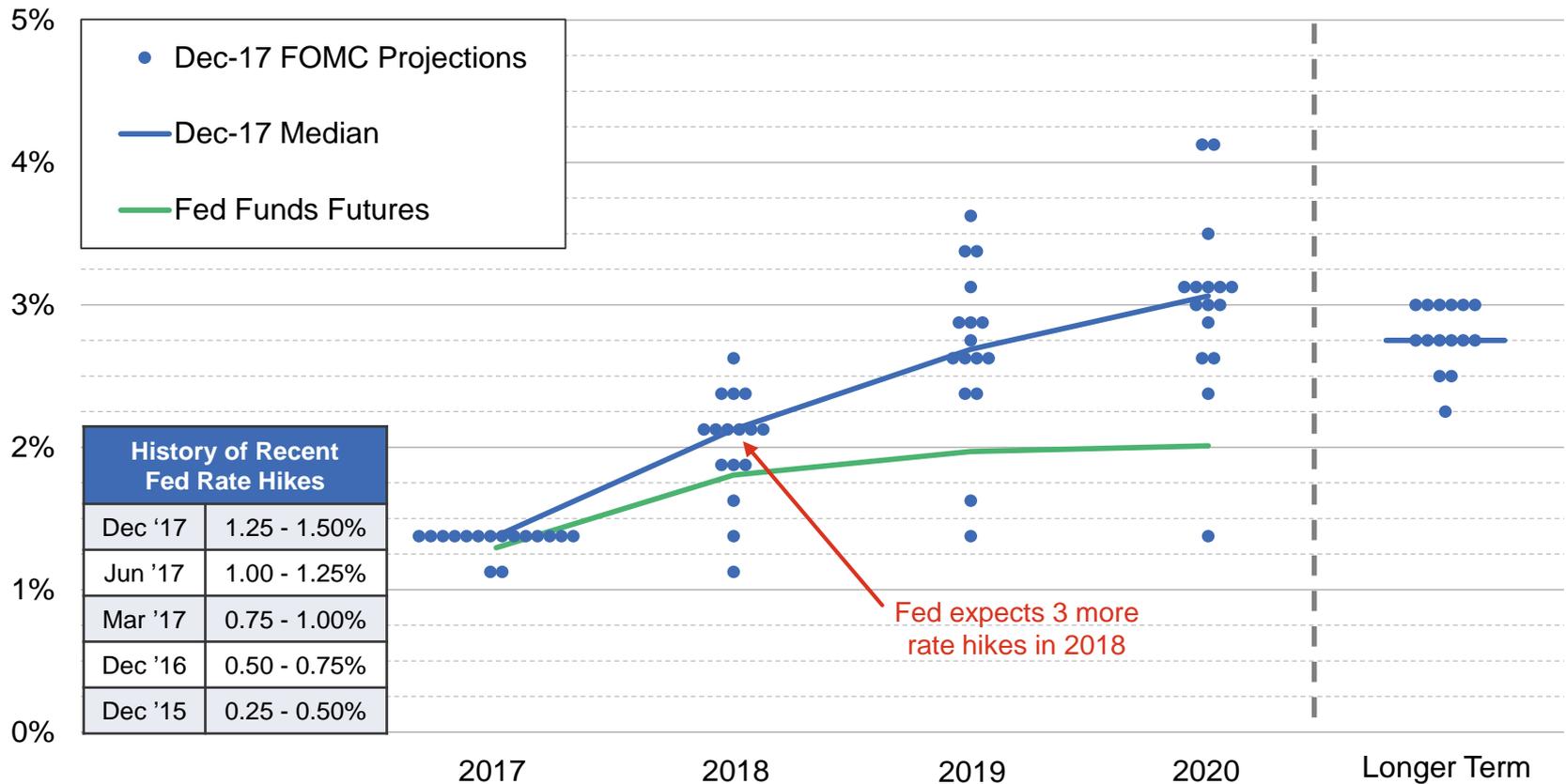


Source: Bloomberg, JP Morgan Guide to the Markets Q1 2018. As of December 2017. Intra year declines refer to the largest market drops from peak to trough during the year. Index Returns are representative of price returns only.



Federal Reserve Forecasts Higher Rates

Fed Participants' Assessments of 'Appropriate' Monetary Policy

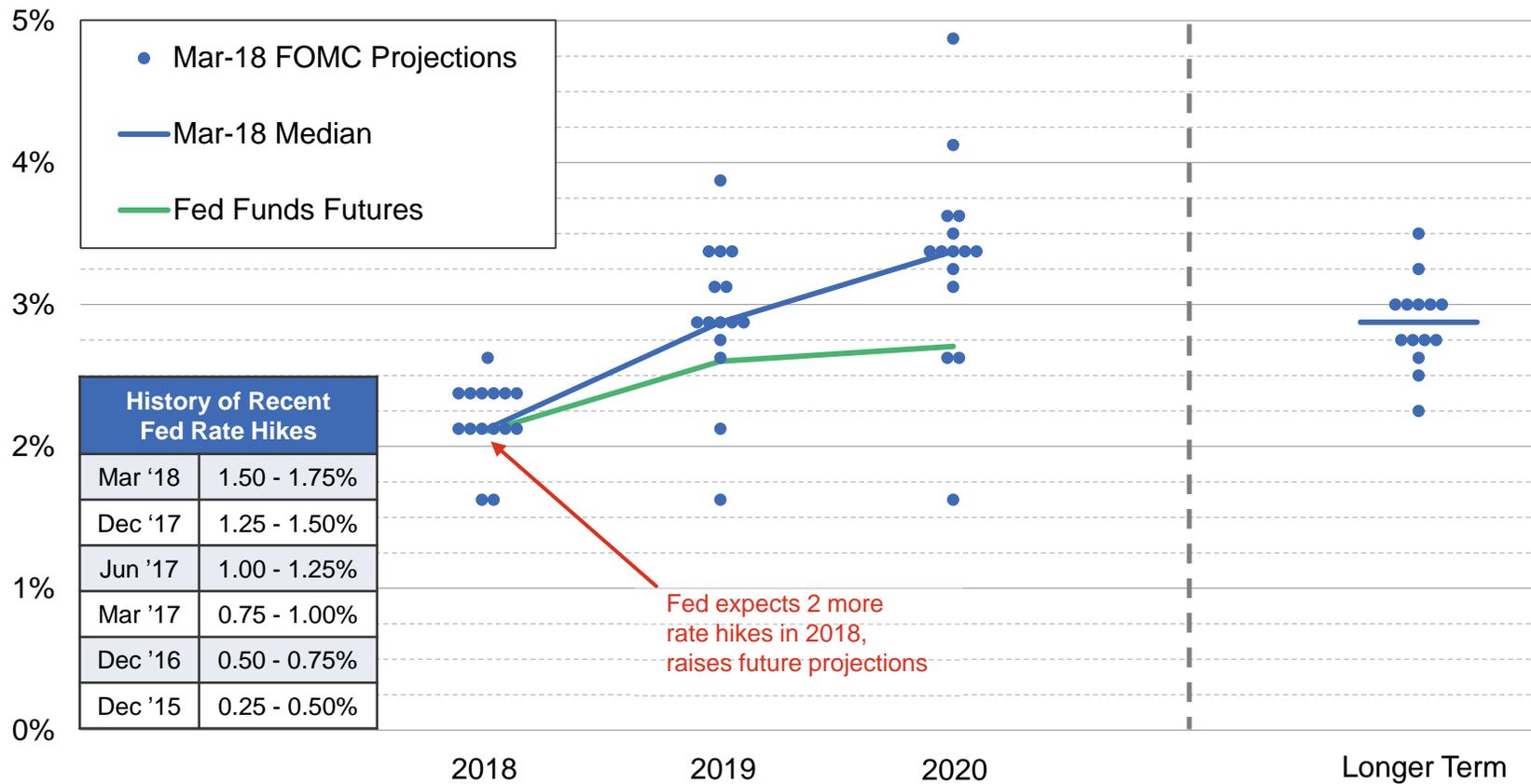


Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end. Fed funds futures as of 12/13/17.



FOMC “Dot Plot” – March 2018

Fed Participants’ Assessments of ‘Appropriate’ Monetary Policy



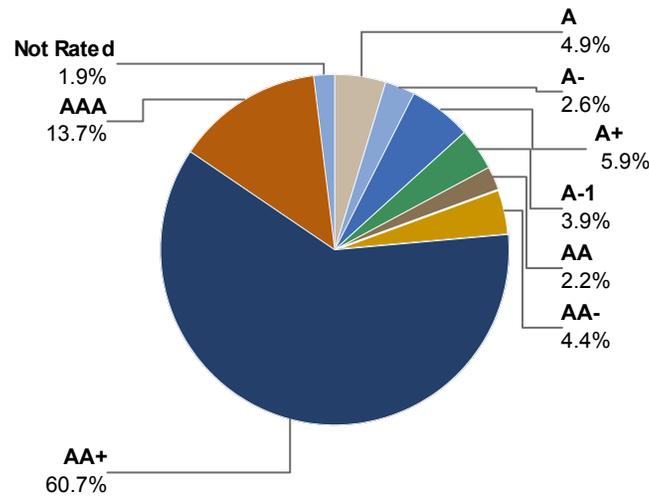
Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members’ judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end. Fed funds futures as of 3/21/18.

Portfolio Statistics

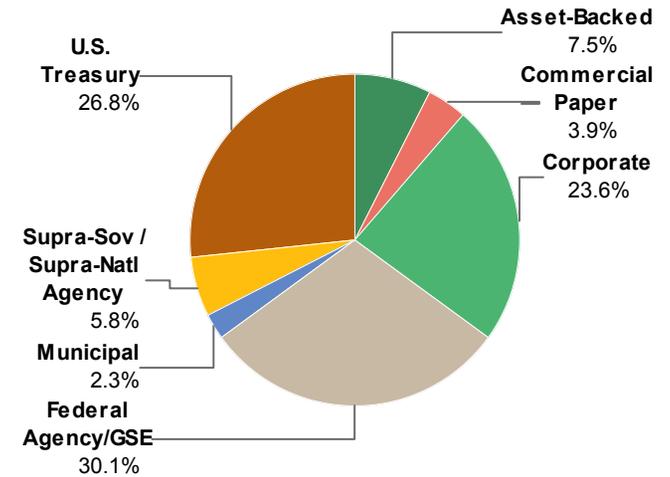
As of December 31, 2017

Par Value:	\$43,630,000
Total Market Value:	\$43,731,923
Security Market Value:	\$43,453,791
Accrued Interest:	\$167,555
Cash:	\$110,578
Amortized Cost:	\$43,809,375
Yield at Market:	1.98%
Yield at Cost:	1.51%
Effective Duration:	1.80 Years
Duration to Worst:	1.80 Years
Average Maturity:	2.00 Years
Average Credit: *	AA

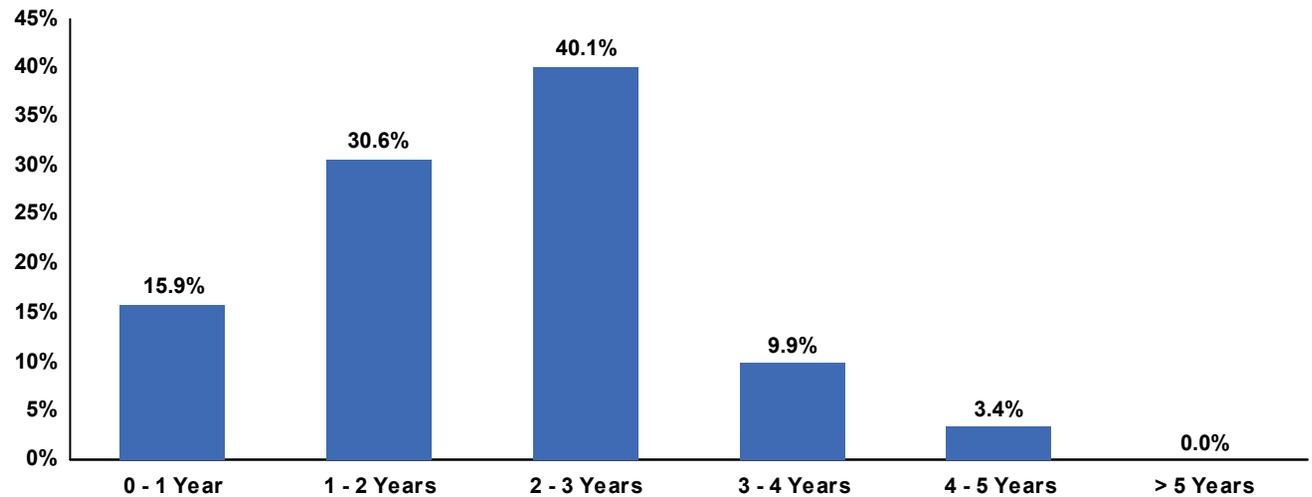
Credit Quality (S&P Ratings)



Sector Allocation



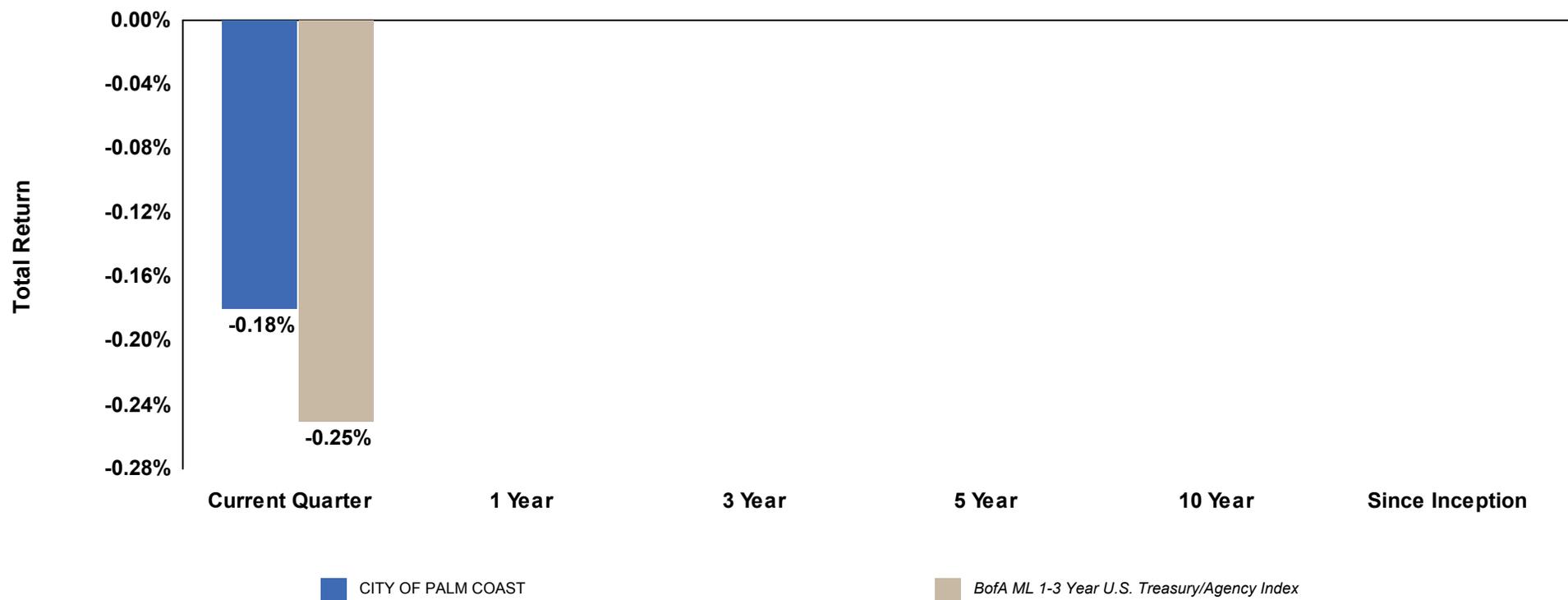
Maturity Distribution



* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

Portfolio Performance (Total Return)

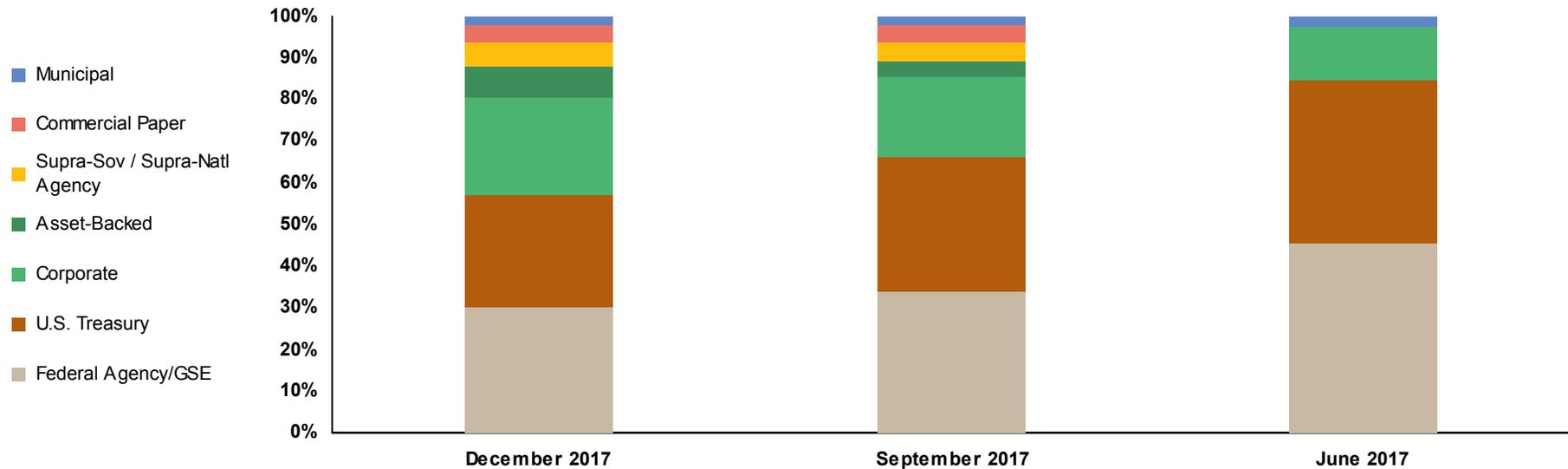
Portfolio/Benchmark	Effective Duration	Current Quarter	Annualized Return				
			1 Year	3 Year	5 Year	10 Year	Since Inception (09/30/17) **
CITY OF PALM COAST	1.80	-0.18%	-	-	-	-	-
BofA ML 1-3 Year U.S. Treasury/Agency Index	1.79	-0.25%	-	-	-	-	-
Difference		0.07%	-	-	-	-	-



Portfolio performance is gross of fees unless otherwise indicated. **Since Inception performance is not shown for periods less than one year.

Sector Allocation

Sector	December 31, 2017		September 30, 2017		June 30, 2017*		March 31, 2017	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
Federal Agency/GSE	13.1	30.1%	14.8	33.9%	16.4	45.5%	0.0	0.0%
U.S. Treasury	11.6	26.8%	13.9	32.0%	14.1	39.1%	0.0	0.0%
Corporate	10.3	23.6%	8.4	19.4%	4.6	12.6%	0.0	0.0%
Asset-Backed	3.3	7.5%	1.6	3.7%	0.0	0.0%	0.0	0.0%
Supra-Sov / Supra-Natl Agency	2.5	5.8%	2.1	4.8%	0.0	0.0%	0.0	0.0%
Commercial Paper	1.7	3.9%	1.7	3.9%	0.0	0.0%	0.0	0.0%
Municipal	1.0	2.3%	1.0	2.3%	1.0	2.8%	0.0	0.0%
Total	\$43.5	100.0%	\$43.5	100.0%	\$36.1	100.0%	\$0.0	0.0%



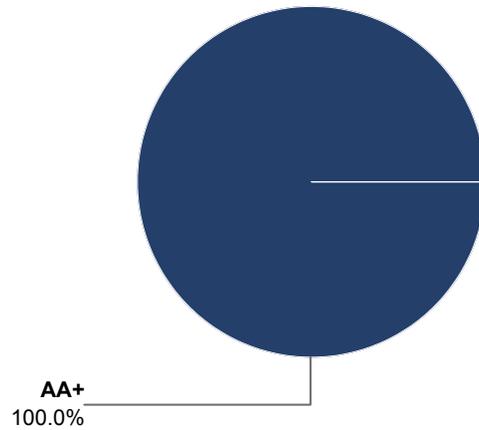
*PFM began management of the City's funds in August of 2017. The June 30, 2017 balance is derived from the June U.S. Bank custody statement and represents the City's individual holdings prior to investment with PFM and does not include cash. The September 30, 2017 balance includes individual securities, cash, and bond proceeds transferred into the operating investment account.

Portfolio Statistics

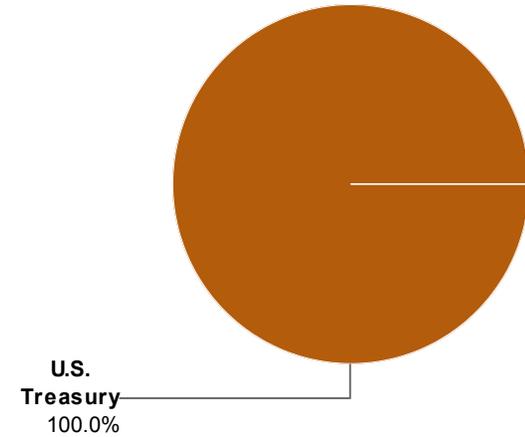
As of December 31, 2017

Par Value:	\$2,700,000
Total Market Value:	\$2,736,627
Security Market Value:	\$2,698,310
Accrued Interest:	\$11,220
Cash:	\$27,096
Amortized Cost:	\$2,724,285
Yield at Market:	1.88%
Yield at Cost:	1.29%
Effective Duration:	1.62 Years
Duration to Worst:	1.62 Years
Average Maturity:	1.66 Years
Average Credit: *	AA
Benchmark Eff. Yield:	1.25%

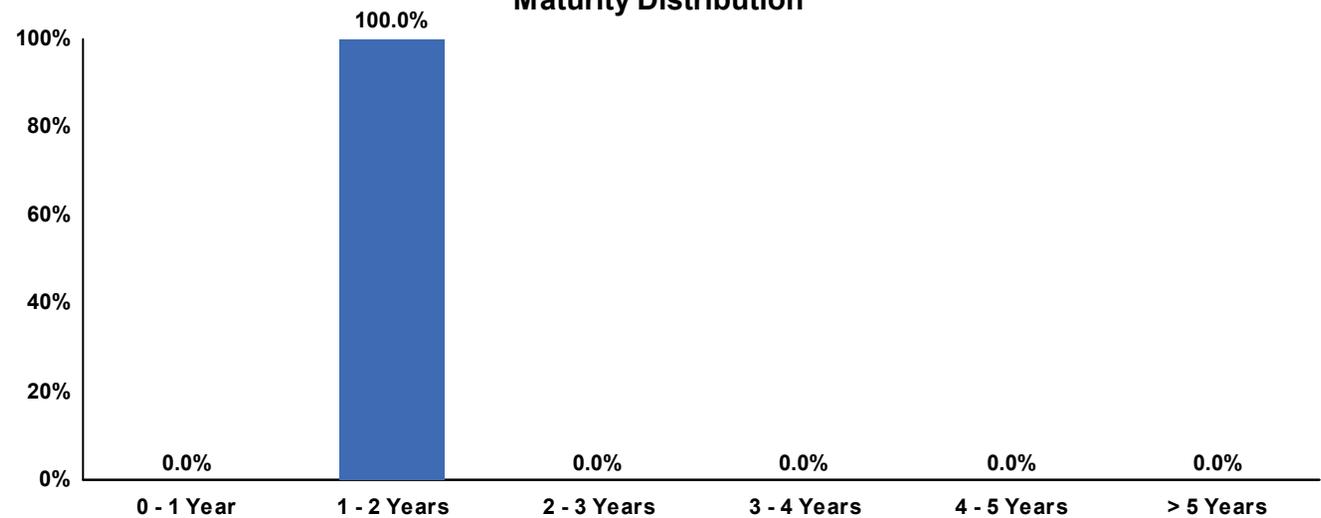
Credit Quality (S&P Ratings)



Sector Allocation



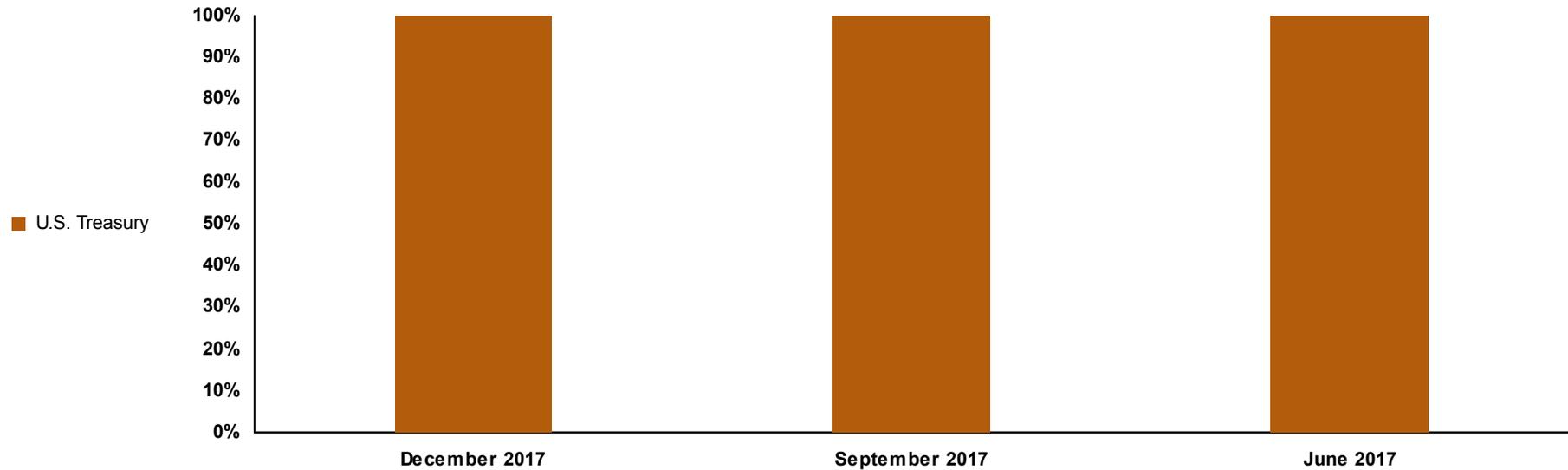
Maturity Distribution



* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

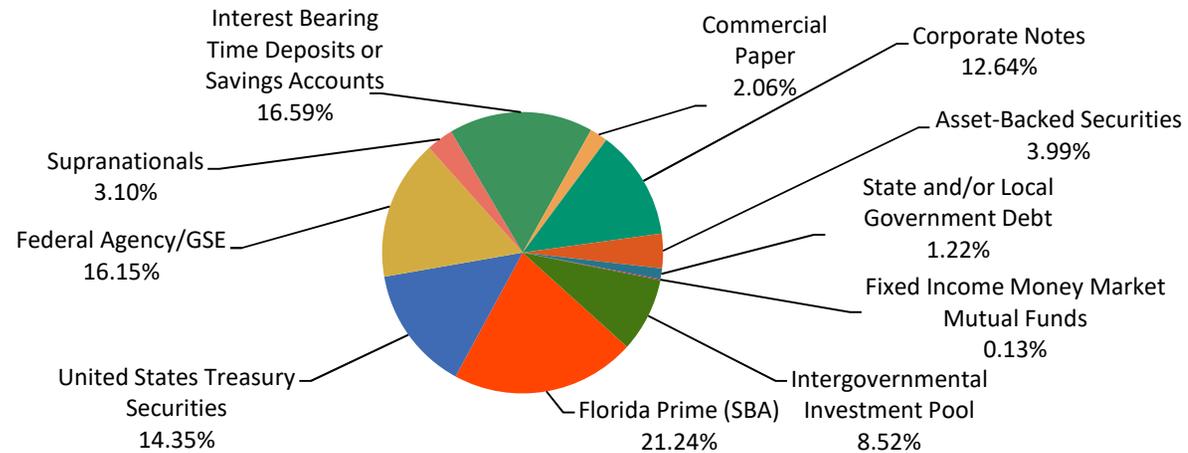
Sector Allocation

Sector	December 31, 2017		September 30, 2017		June 30, 2017		March 31, 2017	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	2.7	100.0%	2.7	100.0%	2.7	100.0%	0.0	0.0%
Total	\$2.7	100.0%	\$2.7	100.0%	\$2.7	100.0%	\$0.0	0.0%



Detail may not add to total due to rounding.

Tab III



Security Type ¹	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
Florida Prime (SBA)	17,458,584.09	21.24%	4	25%	YES
United States Treasury Securities	11,789,132.81	14.35%		100%	YES
Federal Agency/GSE	13,272,127.30	16.15%	2	75%	YES
Supranationals	2,550,180.22	3.10%		25%	YES
Mortgage-Backed Securities	-	0.00%	2	20%	YES
Interest Bearing Time Deposits or Savings Accounts	13,630,592.97	16.59%	4	25%	YES
Repurchase Agreements	-	0.00%		50%	YES
Commercial Paper	1,695,447.84	2.06%	3	30%	YES
Corporate Notes	10,387,759.42	12.64%	3	30%	YES
Asset-Backed Securities	3,278,919.93	3.99%	3	25%	YES
State and/or Local Government Debt	1,003,362.66	1.22%		20%	YES
Fixed Income Money Market Mutual Funds	110,577.69	0.13%		50%	YES
Intergovernmental Investment Pool	7,003,543.61	8.52%		25%	YES
Cash and Cash Equivalents	-	0.00%	4	100%	YES

Notes:

1. End of month trade-date amortized cost of portfolio holdings, including accrued interest.
2. The combined total of Federal Agency/GSE and Mortgage Backed Securities can not be more than 40%. The combined total as of December 31, 2017 is 16.15%.
3. Maximum allocation to all corporate and bank credit instruments is 40% combined. The combined total as of December 31, 2017 is 18.69%.
4. Balances allocated by the City.

*All funds

Individual Issuer Breakdown	Amortized Cost (Includes Interest)¹	Allocation Percentage	Notes	Permitted by Policy	In Compliance
Government National Mortgage Association (GNMA)	-	0.00%		40%	YES
Federal Farm Credit Bank (FFCB)	-	0.00%		40%	YES
Federal Home Loan Bank (FHLB)	3,785,165.76	4.61%		40%	YES
Federal National Mortgage Association (FNMA)	4,631,337.17	5.64%		40%	YES
Federal Home Loan Mortgage Corporation (FHLMC)	4,855,624.37	5.91%		40%	YES
Massachusetts States Municipal Notes	501,330.99	0.61%		5%	YES
New York State Urban Development Revenue Bonds	502,031.67	0.61%		5%	YES
3M Corporate Notes	502,569.02	0.61%		5%	YES
American Express Corporate Notes	456,334.09	0.56%		5%	YES
American Honda Corporate Notes	403,504.33	0.49%		5%	YES
Apple, Inc. Corporate Notes	854,678.03	1.04%		5%	YES
Bank of New York Mellon Corporate Notes	406,240.42	0.49%		5%	YES
Branch Bank & Trust Corporate Notes	225,773.45	0.27%		5%	YES
Caterpillar Financial Corporate Notes	336,710.11	0.41%		5%	YES
Chevron Corporation Corporate Notes	250,329.34	0.30%		5%	YES
Coca-Cola Company Corporate Notes	509,134.52	0.62%		5%	YES
Exxon Mobil Corporation Corporate Notes	555,994.72	0.68%		5%	YES
General Electric Company Corporate Notes	502,376.34	0.61%		5%	YES
Honeywell Corporate Notes	125,291.90	0.15%		5%	YES
IBM Corporate Notes	501,880.73	0.61%		5%	YES
Intel Corporate Notes	526,191.05	0.64%		5%	YES
JP Morgan & Chase Corporate Notes	457,243.25	0.56%		5%	YES
Microsoft Corporation Corporate Notes	519,819.15	0.63%		5%	YES
New York Life Corporate Notes	251,875.22	0.31%		5%	YES
Paccar Financial Corporate Notes	120,317.67	0.15%		5%	YES

Notes:

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Individual Issuer Breakdown	Amortized Cost (Includes Interest)¹	Allocation Percentage	Notes	Permitted by Policy	In Compliance
Pepsi Corporate Notes	281,207.63	0.34%		5%	YES
Proctor & Gamble Corporate Notes	245,708.05	0.30%		5%	YES
State Street Corporate Notes	354,690.12	0.43%		5%	YES
The Walt Disney Corporate Notes	300,887.61	0.37%		5%	YES
Toyota Motor Corporation Corporate Notes	405,615.51	0.49%		5%	YES
United Parcel Service Corporate Notes	350,403.40	0.43%		5%	YES
Visa Capital Corporate Notes	90,983.41	0.11%		5%	YES
Walmart Corporate Notes	441,051.66	0.54%		5%	YES
Wells Fargo Corporate Notes	410,948.69	0.50%		5%	YES
BNP Paribas New York Commercial Paper	896,678.50	1.09%		10%	YES
Credit Agricole Commercial Paper	798,769.34	0.97%		10%	YES
Ally Auto Receivables Trust ABS	650,512.41	0.79%		5%	YES
Carmax Auto Receivables ABS	245,178.86	0.30%		5%	YES
Citi Bank Credit Card Receivables ABS	441,927.43	0.54%		5%	YES
Ford Auto Receivables ABS	440,315.53	0.54%		5%	YES
Honda Auto Receivables ABS	355,165.51	0.43%		5%	YES
Hyundai Auto Receivables ABS	300,188.27	0.37%		5%	YES
Nissan Auto Receivables ABS	575,424.47	0.70%		5%	YES
Toyota Auto Reveivables ABS	270,207.45	0.33%		5%	YES
Asian Development Bank	401,092.74	0.49%		10%	YES
Inter-American Development Bank Notes	445,140.76	0.54%		10%	YES
International Bank of Recon and Dev SN Notes	1,703,946.72	2.07%		10%	YES
Florida Education Investment Trust Fund	7,003,543.61	8.52%		25%	YES
Money Market Fund - Sweep Vehicle	110,577.69	0.13%		25%	YES
Ameris Public Funds NOW Money Market Account	2,025,764.47	2.47%		15%	YES
Center State Bank Money Market Account	2,069,811.30	2.52%		15%	YES

Notes:

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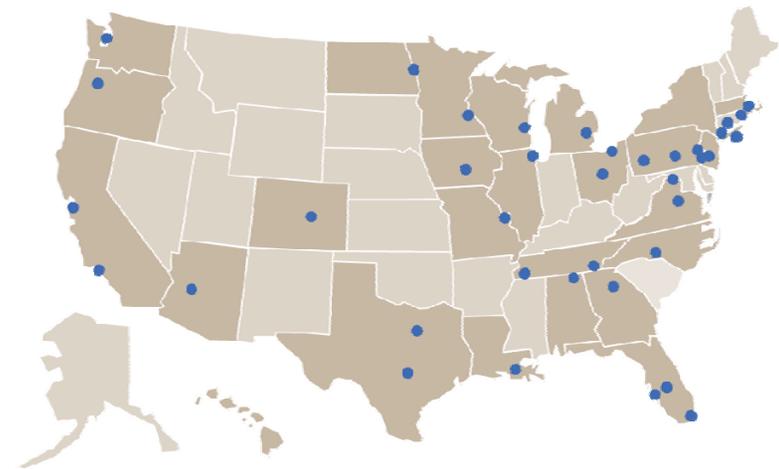
*All funds

Appendix

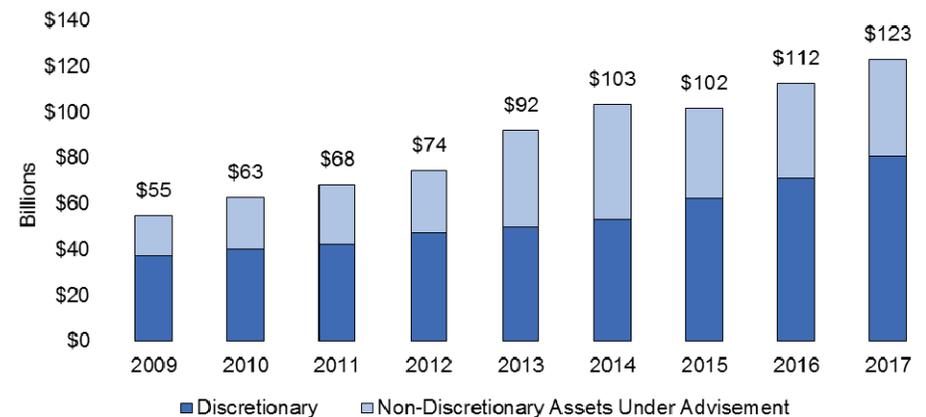


PFM's Asset Management Business

- Our asset management business has more than 35 years' experience in managing high-quality portfolios.
- \$122.8 billion in total assets, including \$80.6 billion in discretionary assets under management and \$42.2 billion in assets under advisement as of December 31, 2017.
- Relative value manager with a focus on downside protection.
- Specialist in high-quality, short- and intermediate-duration **fixed-income portfolios**.
- Manages **multi-asset class portfolios** that employ best-in-class managers.
- Successfully navigated the markets during the credit crisis.
 - Completely avoided defaulted credits, structured investment vehicles, subprime mortgages, collateralized debt obligations, auction-rate securities.



PFM's Assets Under Management and Advisement (in billions)





Fixed Income Investment Approach

A Customized Approach

Our disciplined approach adheres to three principles:

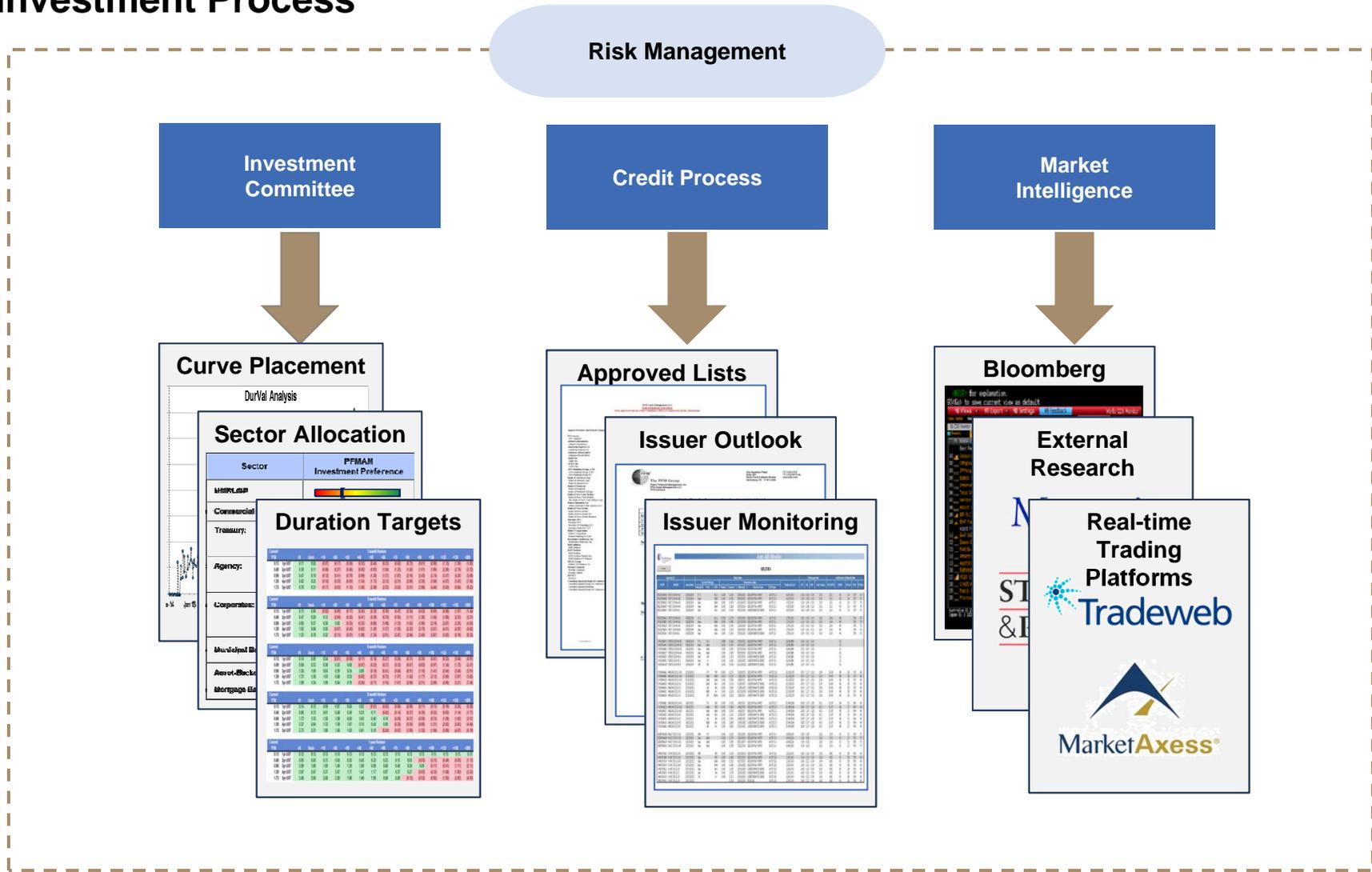
- Deeply understand clients needs in order to develop a successful investment program;
- Construct diversified portfolios with lower volatility than comparable benchmarks; and
- Incorporate risk-averse management techniques to capture market opportunities.



We believe that our clients deserve better than a “one size fits all” investment solution



Investment Process





PFM Asset Management LLC's Fixed-Income Portfolio Management Team



PFM's Investment Services Group



PFM's Portfolio Strategies Group



IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

City of Palm Coast, Florida Agenda Item

Agenda Date: 04/10/2018

Department	PLANNING	Amount
Item Key	3071	Account
		#
Subject	PRESENTATION - STRATEGIC ACTION PLAN EVALUATION	
Background :	On March 27, 2018, Staff provided the results of the one-on-one interviews conducted with each Council member. Based on the feedback provided during the workshop, staff will present the "New" topics of interest for consideration and discussion.	
Recommended Action :	For Presentation Only	

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/10/2018

Department	CITY CLERK	Amount
Item Key	3146	Account
		#
Subject	DISCUSSION FLORIDA PARK DRIVE	
Background :	At the April 3rd City Council meeting, Council Member Shipley requested an agenda item be added to the next workshop for City Council discussion of the above-referenced subject.	
Recommended Action :	For Council discussion only.	

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/10/2018

Department	Administration	Amount
Item Key	3072	Account
		#
Subject	RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS FOR THE 2018 CITY ELECTIONS	
Background :	<p>A City election for City Council District 2 and 4 seats will be held during the Flagler County's primary election in August this year and the general election in November, if a runoff is required. The City Clerk has worked directly with the Supervisor of Elections (SOE) and together they drafted the proposed Interlocal Agreement for the 2018 City Elections.</p> <p>Costs will be limited to the additional cost of ballots, should the SOE's ballot require additional pages due to the City's election and proposed charter amendments.</p>	
Recommended Action :	Adopt Resolution 2018-XX approving an Interlocal Agreement with the Flagler County Supervisor of Elections for the 2018 City Elections.	

RESOLUTION 2018- _____
INTERLOCAL AGREEMENT
FLAGLER COUNTY SUPERVISOR OF ELECTIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Flagler County Supervisor of Elections has agreed to conduct the 2018 City of Palm Coast Elections; and

WHEREAS, the City desires to enter into an Interlocal Agreement with the Flagler County Supervisor of Elections for the 2018 City Elections.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF INTERLOCAL AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Interlocal Agreement for the 2018 City Elections with the Flagler County Supervisor of Elections, as incorporated herein by reference and attached hereto as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Council of the City of Palm Coast hereby authorizes the Mayor to execute the Interlocal Agreement with the Flagler County Supervisor of Elections for the 2018 City Elections.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the actions taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of April 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

Attachment: Interlocal Agreement with the Flagler County Supervisor of Elections

**INTERLOCAL AGREEMENT
FOR ELECTION SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2018 by and between the **FLAGLER COUNTY SUPERVISOR OF ELECTIONS** (hereinafter the “**Supervisor**”), an elected constitutional officer of Flagler County, whose address is 1769 E. Moody Blvd., Building 2, Suite 101, Post Office Box 901, Bunnell, Florida, 32110, and the **CITY OF PALM COAST**, a Florida municipality (hereinafter the “**City**”), whose address is 160 Lake Avenue, Palm Coast, FL 32164.

WITNESSETH

WHEREAS, it is the intent of the Legislature, pursuant to Chapter 163, Florida Statutes, to encourage public agencies to join together in agreements which will best serve the public interest and promote the most efficient expenditures of public funds through avoiding costly duplication of services; and

WHEREAS, Supervisor and City desire to mutually cooperate with each other by causing voter access to polling places to be facilitated at the least possible cost to the public; and

WHEREAS, Supervisor desires to assist City by conducting the 2018 municipal elections to likewise reduce the public costs associated with the electoral process; and

WHEREAS, Supervisor and City have determined that it is in the best interests of the citizens of the City of Palm Coast, Florida that Supervisor and City enter into this Agreement; and

WHEREAS, City hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the City Charter or municipal ordinances which may not be addressed or included in this Agreement; and

WHEREAS, pursuant to State law, the Supervisor is the legal custodian of the Flagler County voting equipment and is charged with responsibility for the custody and maintenance of the equipment; and

WHEREAS, the parties to this Agreement recognize Chapters 97 through 106, Florida Statutes shall govern the conduct of a municipality's election in the absence of an applicable special act, charter or ordinance provision; and

WHEREAS, the City desires the Supervisor to provide only such election services as are stated herein, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

NOW THEREFORE IT IS AGREED as follows:

1. **Authority**. This Agreement is entered into pursuant to the terms of the Election Laws and the constitutional and statutory powers of the City and the Supervisor.
2. **Effect of Recitals**. The recitals set forth above are adopted as findings of fact and incorporated into this Agreement.
3. **Term/Duration**. The terms of this Agreement shall commence immediately upon signing by the parties hereto. The Agreement shall be in effect only for the 2018 City of Palm Coast Primary and General Elections.
4. **Compliance with Local and State Laws**. During the term of this Agreement, each party shall comply with all applicable state and local laws,

regulations and ordinances. The parties agree that the City's Municipal Clerk is responsible for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the responsibility of the City.

5. Supervisor's Election-Related Services.

(A) Conduct of Elections. The Supervisor shall conduct the City of Palm Coast 2018 Municipal Elections in accordance with Chapters 97 – 106, Florida Statutes. The Supervisor shall conduct all aspects of the primary and regular election, unless otherwise provided or exempted herein, including the programming of the election tabulating equipment, testing the system, certifying the tabulating software as required by the Division of Elections and State Election Code, providing the facility to tabulate the election results, ordering all ballots and precinct registers, and issuing and maintaining the absentee votes.

(B) City Clerk Involvement. Supervisor shall allow the City Clerk to attend and participate in meetings and trainings regarding the elections, including poll worker training;

(C) Certification of Petitions. The Supervisor shall charge 10 cents per petition and advise the City Clerk and/or candidate of the number of accepted petitions upon completion of review. The Supervisor will send a Certification of Petitions to each candidate with a copy to the City Clerk.

(D) Costs. Election costs shall be borne by the Supervisor except as further provided herein. Further, the City shall not be responsible for any replacement costs

associated with repairs to Supervisor's equipment damaged during the 2018 County-wide elections (primary and general).

(E) Certification. The Supervisor will notify the Division of Elections of election, qualified candidates, cancellation of election if appropriate, and election results.

(F) Election ballots. The Supervisor shall provide the City with a ballot proof for approval prior to printing ballots.

(G) Absentee Ballots. Supervisor agrees to accept all requests for absentee ballots by telephone, mail, facsimile, email, or in person. Supervisor also agrees to mail absentee and overseas ballots as requested by registered voters, to receive and securely store any voted absentee ballots, to verify the signatures on any returned voted absentee ballot certificates, and to account for all absentee ballots. Supervisor agrees to comply with Chapter 101, Florida Statutes, in all respects.

(H) Sample Ballots. Supervisor is responsible for coordinating the production and mailing of sample ballots to all registered voters in City.

(I) Canvassing Board. The County Canvassing Board shall be legally responsible for regular municipal elections held concurrent with the 2018 primary and general election and the canvass of election returns thereof in accordance with the Election Code.

(J) Change in Location. Should change(s) of polling location(s) become necessary, the Supervisor is responsible for all costs and mailing of "Polling Place Change Notices" to affected voters.

(K) Poll Workers. Supervisor shall select, hire, train and provide poll workers. Supervisor will have back-up poll workers available on Election Days to work

as alternates on an as-needed basis, as determined by the Supervisor. Supervisor shall be responsible for training all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations followed or adopted for the conduct of elections in Flagler County.

(L) Schedule. Supervisor shall establish and distribute to City a schedule clearly identifying deadlines relevant to the 2018 elections via mail or posting on the SOE website. Upon execution of this Agreement, said schedule shall include, but not be limited to, qualifying, printing and publication dates by which City is required to submit ballot and other information to Supervisor.

6. CITY ELECTION-RELATED RESPONSIBILITIES:

(A) Designation. Designate the City Clerk to coordinate with the Supervisor regarding the requirements of this Agreement.

(B) Ballot Items.

1. Provide the Supervisor all referenda ballot items in a timely manner to ensure proper placement on the ballot. Ballot items may not be added or amended later than the last day of qualifying. Draft versions of any referenda ballot items shall be provided to the Supervisor at least 60 days prior to the first day of qualifying, **April 19, 2018**. (this allows for paper size and design of ballot, etc.)

2. Ballot Costs. The City shall be responsible to pay for ballot printing costs due to City ballot content, which requires ballot length to exceed 8.5 x 11 or larger sized ballot, requires double sided printing on 8.5 x 11 or larger sized ballot, or multiple page ballots, regardless of ballot size and the City shall be responsible for any additional shipping and mailing costs imposed due to ballot size.

(C) City Map. At least sixty (60) days prior to the Primary Election and at least sixty (60) days prior to the General Election, provide the Supervisor an updated City map (Shape files) including all annexations or contractions.

(D) Qualify Candidates. The City shall be solely responsible for preparing and providing potential candidates with qualifying packets, and for accepting and processing all qualifying packets, all pertinent information/forms and accepting election expense reports.

(E) Candidate DS-DE 9 and Other Qualifying Forms. Furnish to the Supervisor of Elections' Office in a timely manner, a copy of the Candidates' DS-DE 9 and other qualifying paperwork, as they are submitted to the City Clerk.

(F) Ballot Proof. Furnish to the Supervisor the list of qualified candidates, along with copies of the Candidates' Oaths immediately following the close of the qualifying period, and provide approved ballot data to the Supervisor of Elections' office in Microsoft Word format (in a version compatible with the Supervisor of Elections office) for preparation of the ballot proof. Upon notification by the Supervisor, the City Clerk shall approve or reject the ballot proof by way of facsimile or email within 24 hours of receipt.

(G) Absentee Ballots. Refer all requests for absentee ballots to the Supervisor on a daily basis by 4:30 p.m. The deadline to accept absentee ballot requests is the sixth (6th) day before an election.

(H) Precinct Assistance. Assist the Supervisor of Elections, if requested, in locating emergency/alternative polling locations. Place temporary electronic roadway signs to inform voters of early voting locations and any additional installations of electronic roadway signs as approved by the City.

(I) Notice to Candidates. The City Clerk shall provide written notice to all candidates for City office of the date and time of the Logic and Accuracy testing of the tabulation equipment for the Primary and General Elections.

(J) Advertising. Required legal advertising, including the Notice of Election with city candidate qualifying dates is the responsibility of the City.

7. **Filing of Agreement.** Upon execution, the City shall file and record this Agreement in the official records of the Clerk of Courts of Flagler County, Florida and provide copies to the City Clerk of Palm Coast and the Supervisor.

8. **Indemnification.** Each party, to the extent permitted by Section 768.28, Florida Statutes, agrees to indemnify and hold harmless the other party, their officers, agents and employees, from and against any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or relating to that party's actions or omissions arising out of this Agreement and the actions or omissions of the party's officers, agents and employees; provided, however, that no party waives sovereign immunity hereby except to the limited extent provided by Section 768.28, Florida Statutes. This Section 8 shall not inure to the benefit of any third parties.

9. **Public Records.** All records and contracts, of whatever type or nature, required by the Agreement shall be available for audit, inspection and copying in accordance with Article 1, Section 24, Constitution of the State of Florida, and Chapter 119, Florida Statutes. The parties shall retain all records and supporting documentation applicable to the Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law. In the event of an election contest or challenge,

Supervisor agrees to cooperate in providing any public records which the Supervisor maintains or otherwise controls.

10. **Modification**. This Agreement may not be modified or amended except in writing and duly approved and executed by all parties hereto.

11. **Severability**. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

12. **Sovereign Immunity**. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of any party's right to sovereign immunity to third parties under section 768.28, Florida Statutes, or other limitations imposed on the parties' potential liability under state or federal law. As such, the parties shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the parties shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

13. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida except its conflict of laws provisions. The parties agree that venue shall be exclusively within the Seventh Judicial Circuit in and for Flagler County, Florida.

14. **Notices.** All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by Email, certified U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, or to the following individuals at the following locations:

TO SUPERVISOR:

Kaiti Lenhart
Flagler County Supervisor of Elections
1769 E. Moody Blvd., Bldg. #2, Suite 101
PO Box 901
Bunnell, Florida 32110

TO CITY:

City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Notice shall be deemed to have been given and received on the date the email or notice is physically received if given by hand delivery, or if notice is given by certified U.S. Mail, then notice shall be deemed to have been given upon the date said notice was received. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

15. **Interpretation.** Each party hereto has participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against any of the parties as the drafter.

16. **Attorney's Fees.** Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this ____ day of _____, 2018.

Witness

FLAGLER COUNTY SUPERVISOR OF ELECTIONS

Signature

Kaiti Lenhart

Typed/Printed

Attest:

CITY OF PALM COAST

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date : 4/17/2018

Department	Community Development	Amount	\$95,870.00
Item Key	2804	Account	#54029082-063000-85003
Subject	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE PUMP STATION "D" IMPROVEMENTS PROJECT.		
Background :	<p>The City of Palm Coast is planning to upgrade the existing sanitary sewer pump station located at 311 Palm Coast Parkway NE. The pump station is referred to by the Utility Department as Pump Station "D". The pump station has been in service since 1980 and is in need of upgrades in order to better meet current service demands, accommodate wastewater flows from future development and eliminate sewage overflows caused by recent rain fall events with storm water flooding and power outages. The primary improvements to the pump station will include removal and replacement of the control panels, plumbing, top slab and hatches along with an upgraded power supply and larger pumps.</p> <p>Staff negotiated a scope of services with McKim and Creed, a continuing contract consultant for the City, to provide: engineering design, permitting, bidding and construction administration services, for a not-to-exceed fee in the amount of \$95,870.00. Staff recommends retaining McKim and Creed for design and construction engineering services for the Pump Station "D" Improvements project. Funds for this project are budgeted in the Utility 5-Year Capital Plan</p>		
SOURCE OF FUNDS WORKSHEET FY 2017-2018			
Utility Capital Project- 54029082-063000-85003	\$2,130,000.00		
Total Expenses/Encumbered to date	\$128,642.79		
Pending Work Orders/Contracts	\$		
Current Work Order	\$95,870.00		
Balance	\$1,905,487.21		
Recommended Action :	Adopt Resolution 2018-XX approving a work order with McKim & Creed, Inc. for engineering design and construction services for the Pump Station "D" Improvements Project.		

RESOLUTION 2018-_____
MCKIM & CREED, INC.,
PUMP STATION D IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE PUMP STATION D IMPROVEMENTS PROJECT TO MCKIM & CREED; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, McKim & Creed is engaged in a continuing services agreement to provide engineering services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order under said contract to McKim & Creed for the above referenced engineering services relating to the design and construction of the Pump Station D Improvements project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to McKim & Creed, as attached hereto and incorporated herein by reference herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the work order as depicted in Exhibit “A.”

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of April 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Order with McKim & Creed

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

WORK ORDER # _____
 PO #: _____



DATE: 03 / 17 /20 18

Project Manager's Initials _____

SUPPLIER INFORMATION

BID DETAILS

Name	McKim & Creed	Project Title	Pump Station D Improvements
Street	139 Executive Circle, Suite 201	Bid #	RFQ-PW-U-14-05
City, State, Zip	Daytona Beach, FL 32114	City Council Approval date	3/18/18

TOTAL COST: \$ 95,870.00
 (must equal amount of Purchase Order)

- INCORPORATION BY REFERENCE** The provisions of the agreement dated 03 / 06 / 2009 ("Agreement") are hereby expressly incorporated into and made a part of this Work Order.
- METHOD OF COMPENSATION** (chose one): FIXED FEE NOT TO EXCEED*
 Fixed - Amount Proposed is set amount for services – will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order
 *If "NOT TO EXCEED", then TOTAL COST is (chose one): UNIT BASED PERCENT OF FIXED FEE ___%
- PRICING** (chose one): ATTACHED INCLUDED IN CONTRACT
- SCHEDULE** (chose one): AS NEEDED BASIS SHALL BE COMPLETED BY - 12 / 31 /20 19
- DESCRIPTION OF SERVICES** (chose one): ATTACHED INCLUDED IN CONTRACT
- OTHER ATTACHMENTS TO THIS WORK ORDER:** No Yes If yes, identify below:

- TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.
- CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

SUPPLIER APPROVAL

CITY APPROVAL

By: _____
 Print: _____
 Title: _____
 Date: _____

By: _____
 Print Name: _____
 Title: Assistant City Manager or Designee
 Date: _____

**CITY OF PALM COAST
PUMP STATION "D" IMPROVEMENTS**

SCOPE OF SERVICES

I. INTRODUCTION

The City of Palm Coast Utility Department desires to make improvements to one of its sewage pump stations located along Palm Coast Parkway east of Clubhouse Drive. Currently, additional development within the service area of Pump Station "D" has caused the facility to experience excessive run times. This project will be focused on installing larger pumps, new control panel and electrical gear, upgrade from 240V to 480V and incorporate a permanent standby generator. Additional improvements include new/larger riser and discharge pipes; new valves; new top slab with new hatch and safety gate; remove top slab of valve pit; remove existing piping, fill valve pit with flowable fill and move valve pit piping to above grade.

II. OBJECTIVE

The objective of this proposal is to develop design plans, permitting, bidding and construction services to upgrade and increase capacity of the existing Pump Station "D".

The CONSULTANT shall coordinate all work activities through the following CITY staff:

Richard Adams – Utility Director
Steve Flanagan – Community Development Director
Mary Kronenberg – Project Coordinator

III. SCOPE OF WORK

The CONSULTANT shall develop design plans and provide permitting, bidding and construction services during construction for the Pump Station "D" Improvements. A detailed listing of the Scope of Services is listed below.

Task 1: Project Kickoff and Data Collection

- CONSULTANT shall develop project documents that will include project setup, project schedule, hard and electronic filing systems, and conduct internal kickoff meeting with the design team. Management of the project will also be included with this task.

- CONSULTANT shall conduct a Project Kickoff Meeting with the CITY staff to discuss the overall project scope, approach, and schedule. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the kickoff meeting. Key team members will be identified and procedures for communication and data

collection will be established. Meeting minutes will be prepared by CONSULTANT and distributed to meeting attendees.

- CONSULTANT shall work with the CITY to coordinate gathering any existing drawings or other data that is pertinent to the design of the Project.

Task 2: Design Services

- CONSULTANT shall perform a specific boundary, topographic and tree survey of the Pump Station "D" site.
- CONSULTANT shall prepare the Project Manual to incorporate the latest front end documents and technical sections.
- CONSULTANT shall prepare 60%, 90% and 100% design drawings and will review the 60% and 90% Drawings with CITY staff. Comments and input from staff will be incorporated into the Contract Documents.
- CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost for the project. This information shall be presented to CITY staff for review at the 60%, 90%, and 100% design review stages.
- CONSULTANT shall provide electronic files of the Drawings and Project Manual to the CITY that is suitable for placement on the CITY'S website for bidders and suppliers.

Task 3: Prepare Permit Applications

- CONSULTANT shall prepare and submit a construction permit application to the Florida Department of Environmental Protection (FDEP). Response to one (1) Request for Additional Information (RAI) will be included in the proposal.
- All permit fees will be paid by the CITY.
- Task Nos. 1, 2 and 3 must be completed and submitted to the Utility Director within 105 days of the issuance of Notice to Proceed or Purchase Order.

Task 4: Negotiation and Bidding Services

- CONSULTANT shall prepare and distribute the contract documents for the pump station upgrade and assist the CITY'S staff in bidding the construction of the project.
- CONSULTANT shall schedule a pre-bid meeting to discuss the Project with prospective Contractors and answer questions they may have about the Project. CONSULTANT shall prepare and distribute any necessary clarifications or addenda during the bidding phase to all prospective bidders.

- CONSULTANT shall attend the bid opening, review and evaluate the bids for this Project, prepare a Bid Tabulation, and provide a Letter of Recommendation of Award.

Task 5: Post Design Construction Services

- CONSULTANT shall advise and consult with the CITY for post design and construction activities. CONSULTANT will act as the CITY's representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.
- For the purposes of this Scope of Services, it is assumed construction phase services will occur over a period of 150 (one hundred fifty) days, or 120 (one hundred twenty) days from the date of the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the CITY and the Contractor.
- CONSULTANT shall attend and represent the CITY at preconstruction, progress, and project closeout meetings with the Contractor, surveyors, layout personnel and construction quality control testing personnel. CONSULTANT will also review and monitor Contractor's construction schedule and advise the City of any anticipated project delays and/or early completion indicated through such review and through construction progress observation.
- CONSULTANT shall check and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents.
- CONSULTANT shall provide one (1) signed and sealed set of plans and one (1) electronic copy to the Contractor for submittal to the CITY's Technical Review Committee of the Planning Department. CONSULTANT will not be required to submit utilization plans direct to the City Engineering Department.
- CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). CONSULTANT shall act as interpreter of the terms and conditions of the Contract Documents and judge of the performance hereunder by the CITY and the Contractor and make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto; however, CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.
- Based on CONSULTANT's on-site observations as an experienced and qualified design professional and review of the Contractor's applications for payment,

supporting data, and information received from the CITY, CONSULTANT shall determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations shall constitute representations to the CITY, that are expressions of CONSULTANT's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents.

- CONSULTANT shall make periodic visits to the work site to observe the progress and report to the CITY as to the amount of work completed, the overall quality of executed work, and observed impediments to the successful contract completion. CONSULTANT shall not be required to make exhaustive or continuous on-site observations as to the quality or quantity of completed work; CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions incidental thereto. CONSULTANT's efforts will be directed toward providing assurance to the CITY that the completed project will substantially conform to the contract, plans, and specifications, but CONSULTANT shall not be responsible for the Contractor's failure to perform the construction work in accordance with said documents. Based on on-site observation as an experienced and qualified design professional, CONSULTANT will keep the CITY informed as to the progress of the work, will endeavor to guard the CITY against defects and discrepancies and shall coordinate with the CITY and the Contractor as to disapproving or rejecting work which fails to meet the project plans, specifications or other Contract Documents.
- CONSULTANT shall not provide a record of the Contractor's activities throughout the construction, nor notations on the nature and cost of any extra work or changes ordered during construction. CONSULTANT is not responsible for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, CONSULTANT shall rely on the CITY to provide information based on inspections conducted by the CITY.
- CONSULTANT shall, in conjunction with other CITY representatives, conduct punch list and final observations of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other Contract Documents. These observations shall form the basis for CONSULTANT's review and recommendation for payment on the Contractor's final pay request.
- CONSULTANT shall review Contractor provided record drawings/surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. CONSULTANT shall coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list

preparation. CONSULTANT shall also prepare and furnish to the CITY one (1) set of signed and sealed Record Drawings and one electronic copy (AutoCAD format) of the record drawings showing those changes made during the construction based on the data noted above. CONSULTANT will prepare statements of completion (qualified if necessary) certifying completion of the work, and submit statements in accordance with the Contract Documents, regulatory agencies, and CITY requirements.

- CONSULTANT shall provide certification of the project to FDEP.
- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.
- CONSULTANT, through its survey subconsultant, shall establish construction control points on the drawings for the Contractor's use during construction. CONSULTANT is not responsible for laying out the Contractor's work.
- This proposal includes sub consultant services for surveying. CONSULTANT shall coordinate with all the subconsultants during construction.
- No other subconsultant services are included.

IV. FEES AND BILLING

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the base contract between CONSULTANT and the City of Palm Coast. Expenses for sub-consultants, printing, travel, telephone and all other related changes have been estimated and included in the above not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed \$95,870.00. A Fee Matrix showing the estimated hours and the rates is attached for your review.

FEE MATRIX
CITY OF PALM COAST
JANUARY 2018
PUMP STATION "D" IMPROVEMENTS
PROPOSAL FOR DESIGN, PERMITTING, BIDDING, AND CONSTRUCTION SERVICES

TASK NO.	STAFF CLASSIFICATION DESCRIPTION	Senior Project Manager		Senior Project Engineer		CAD Designer II		Administrative Assistant		Subconsultant Services (Electrical)	Direct Expenses	TOTAL PER TASK
		RATE: HOURS	\$180 TOTAL	RATE: HOURS	\$155 TOTAL	RATE: HOURS	\$100 TOTAL	RATE: HOURS	\$60 TOTAL			
1	PROJECT KICKOFF & DATA COLLECTION											
1.1	In-House Project Management/Internal Kick-Off Meeting	4	\$720	16	\$2,480	2	\$200	16	\$960			
1.2	Kickoff Meeting with the City Staff			4	\$620	4	\$400	4	\$240			
1.3	Coordinate Data Collection			2	\$310					\$2,270		\$5,930
	TASK 1 SUBTOTAL		\$720		\$3,410		\$600		\$1,200			
2	DESIGN SERVICES											
2.1	Topographic Survey for Pump Station "D" (ATS Land Surveying)			2	\$310						\$1,995	
2.2	Prepare Project Manual			12	\$1,860			24	\$1,440			
2.3	Civil Design			42	\$6,510	160	\$16,000	6	\$360			
2.4	Electrical Design			8	\$1,240					\$10,720		
2.5	30%, 60% and 90% Review Meetings with City Staff/Update Project			16	\$2,480							
2.6	Prepare an Opinion of Probable Cost at 60%, 90% and 100% Design			16	\$2,480							
2.7	Quality Assurance/Quality Control			20	\$3,600							
2.8	Provide Electronic Files to City					2	\$200	2	\$120			\$36,960
	TASK 2 SUBTOTAL		\$3,600		\$14,880		\$16,200		\$2,280	\$10,720		
3	PREPARE PERMIT APPLICATIONS											
3.1	Technical Review Committee Submittals					2	\$200	2	\$120			
3.2	Submit FDEP Permit Application			4	\$620	2	\$200	2	\$120			
3.3	Provide Responses to FDEP RAI's			4	\$620	4	\$400	2	\$120			\$2,400
	TASK 3 SUBTOTAL				\$1,240		\$800		\$360			
4	NEGOTIATION AND BIDDING											
4.1	Pre-Bid Meeting			4	\$620							
4.2	Prepare/Distribute Addenda			6	\$930	6	\$600	4	\$240			
4.3	Bid Opening Meeting			2	\$310			2	\$120			
4.4	Prepare Bid Tabulation and Recommendation of Award Letter			2	\$310			4	\$240			
	TASK 4 SUBTOTAL				\$2,170		\$600		\$720			\$3,490
5	POST-DESIGN CONSTRUCTION SERVICES											
5.1	Attend Pre Construction and Project Meetings			40	\$6,200							
5.2	Review Shop Drawings and Other Submittals			6	\$930					\$2,500		
5.3	Provide Tour (4) Sets of Signed & Sealed Drawings for City TRC Review					2	\$200	2	\$120			
5.4	Assist City with Change Order Preparation			4	\$620							
5.5	Review Pay Request Applications			6	\$930			2	\$120			
5.6	Perform Site Visits			64	\$9,920					\$1,500	\$1,000	
5.7	Attend Substantial and Final Observations of Work			8	\$1,240					\$1,000	\$200	
5.8	Review As-Built Drawings			4	\$620							
5.9	Prepare Record Drawings			2	\$310	16	\$1,600			\$1,000		
5.10	Provide Project Certification			2	\$310			2	\$120	\$225		
	TASK 5 SUBTOTAL			24	\$3,080		\$1,800		\$1,800	\$6,225	\$3,195	\$24,680
	Subtotal		\$4,320	276	\$42,780	200	\$20,000	106	\$6,360	\$15,215	\$3,195	\$95,870
	TOTAL TASK NOS. 1 - 5 + SUBCONSULTANT SERVICES + DIRECT EXPENSES											\$73,460

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/10/2018

Department	CITY CLERK	Amount
Item Key	3080	Account
Subject	RESOLUTION 2018-XX AUTHORIZING THE CITY MANAGER TO EXECUTE THE EAST FLAGLER MOSQUITO CONTROL DISTRICT LOW LEVEL FLIGHTS AUTHORIZATION	
Background :	<p>Each year, the East Flagler Mosquito Control District (EFMCD) requests authorization to fly over congested areas in compliance with Federal Aviation Administration requirements. The Citizens of the City of Palm Coast pay for mosquito control services through property taxes, with a portion of this payment covering aerial operations. To provide the service in a timely fashion, without contacting each local government prior to each operation, the EFMCD requires a signed authorization that is in effect for one year. This authorization has become a formality over the years.</p> <p>The authorization permits the district to perform low-level flights (500 feet) for mosquito control. The primary use for the aircraft is the control of developing mosquitos away from congested areas in and around wetlands.</p> <p>The EFMCD does not apply control materials over congested areas unless the need arises. The EFMCD, consulting with health officials, is solely responsible for determining need, which is driven by an extraordinary nuisance or an impending health threat. The requested authorization allows the EFMCD to take the necessary action when the need is officially determined.</p> <p>Public Notice will be published monthly, beginning in March, and ending in October, to provide ongoing public awareness about aerial spray operations and contact information.</p>	
Recommended Action :	Adopt Resolution 2018-XX authorizing the City Manager to execute the East Flagler Mosquito Control District Low Level Flights Authorization.	

RESOLUTION 2018-____
MOSQUITO CONTROL FLYOVER SPRAYING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, RECOGNIZES THE EAST FLAGLER MOSQUITO CONTROL SERVICE DISTRICT, IN THE EXERCISE OF ITS PUBLIC HEALTH AND SAFETY RESPONSIBILITIES, TO FLY AT LOW LEVELS (500 FEET) OVER CONGESTED AREAS IN CONNECTION WITH ITS OPERATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AUTHORIZATION; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the East Flagler Mosquito Control Service District provides mosquito control for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast understands the importance of mosquito control; and

WHEREAS, the City Council of the City of Palm Coast desires to continue with the services of East Flagler Mosquito Control Service District for the above referenced services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF FLYOVER SPRAYING. The City Council hereby approves the terms and conditions for flyover spraying in congested areas within the City of Palm Coast with East Flagler Mosquito Control Service District as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager or designee is hereby authorized to execute the Authorization Form as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of April 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A - Authorization Form - East Flagler Mosquito Control

Approved as to form and legality:

William E. Reischmann, Jr.
City Attorney

EAST FLAGLER MOSQUITO CONTROL DISTRICT

210 Airport Executive Drive

Palm Coast, FL 32164

Tel: 386.437.0002 Fax: 386.437.0020

flaglermosquito.com

Mark V. Positano, Director
Noah McKinnon, Board Attorney

Board of Commissioners:
Julius Kwiatkowski, Chair
Barbara Sgroi, Vice-Chair
Dr. Florence Fruehan, Treasurer

March 21, 2018

Re: Aerial Mosquito Control

To: Flagler County Local Governments

Each year we request, in compliance with Federal Aviation Regulation 137.51, authorization to fly over congested areas. As you are aware, the citizens you represent pay for mosquito control services via property taxes and part of those services are operations done by helicopter. To provide services in a timely fashion, we request signed authorization to extend for one year. This has become a formality over the years.

This authorization provided by each local government allows the District to carry out low-level flights, 500 feet and below, over congested areas within their boundaries. The helicopter is the main treatment vehicle of the District and most treatments are done to prevent the emergence of saltmarsh mosquitoes.

The enclosed public notice will be published monthly beginning in April and ending in October and serves to provide ongoing public awareness about aerial operations and further provides contact information.

Please execute the accompanying authorization (Mayor, Manager, etc.) and return to our office no later than April 23, 2018.

Thank you for your prompt attention to this matter.

Sincerely,

Mark Positano, Director

Enc.

cc: Mosquito Control Board
Noah McKinnon, Board Attorney

Authorization

This authorization recognizes that the East Flagler Mosquito Control District, in the exercise of its public health and safety responsibilities, may fly at low levels (500 feet) over congested areas in connection with its operations. This authorization extends from April 15, 2017 through April 15, 2018.

Signature: _____ Date: _____

Print/type name: _____

Title: _____

Name of local government: _____

Return to:

**East Flagler Mosquito Control District
24 Utility Drive
Palm Coast, FL 32137**

Please return no later than April 13, 2017.

**Public Notice
Aerial Spraying**

In compliance with regulations of the Federal Aviation Administration (FAA), public notice is hereby given that the East Flagler Mosquito Control District may apply control products by helicopter over or adjacent to congested areas of Flagler County and its municipalities. The purpose of these flights is for the suppression of mosquito populations. Flights will normally be performed at an altitude of 500 feet. Additionally, the District may perform low level flights over and adjacent to wetlands for the purpose of arresting mosquito development.

Areas outside the boundaries of the District may also be subject to aerial spraying in the event of an extraordinary nuisance or potential public health threat.

All flights will be in the public interest, and at times, maximize public safety and mosquito control effectiveness. All control products are approved for control purposes by the Florida Department of Agriculture and U.S. Environment Protection.

For additional information visit the District website at flaglermosquito.com or by calling 386-437-0002. Advance notice of spraying is available on our website.

City of Palm Coast, Florida Agenda Item

Agenda Date : 4/10/2018

Department	STREETS & DRAINAGE	Amount
Item Key	3097	Account
Subject	RESOLUTION 2018-XX APPROVING ONE-YEAR PRICE AGREEMENT WITH ENVIRONMENTAL LAND SERVICES FOR DEBRIS DISPOSAL SERVICES	
Background :	<p>The Public Works Department is responsible for maintaining City property and rights-of-way and needs to lawfully dispose of debris generated from these maintenance activities on an as-needed basis. City staff advertised and solicited bids for debris disposal in accordance with the City's Purchasing Policy. The only bid received was from Environmental Land Services (ELS) in the amount of \$52 per ton. ELS is the local company the City currently uses for these deposal services.</p> <p>City staff recommends that City Council approve a one-year price agreement with Environmental Land Services. Since this is a price agreement, City staff will use this service on an as-needed basis using budgeted funds appropriated by City Council.</p>	
Recommended Action :	Adopt Resolution 2018-XX approving one-year price agreement with Environmental Land Services for debris disposal services	

RESOLUTION 2018-____
DEBRIS DISPOSAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PRICE AGREEMENT WITH ENVIRONMENTAL LAND SERVICES, FOR DEBRIS DISPOSAL SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Environmental Land Services., has expressed a desire to provide debris disposal services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into a price agreement with Environmental Land Services, for the above referenced services.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF PRICE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the price agreement with Environmental Land Services., which is attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of April 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Price agreement with Environmental Land Services., for Debris Disposal Services

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-PW-18-28 Debris Disposal Services

Date: March 6, 2018

Appeal Deadline: Appeals must be Filed by 5:00 PM on March 8, 2018

Firm	Debris Type	Bid
Environmental Land Services, Inc. Bunnell, FL	Vegetative Waste	\$52.00 per Ton
Environmental Land Services, Inc. Bunnell, FL	Construction & Demolition (C&D)	\$52.00 per Ton
Environmental Land Services, Inc. Bunnell, FL	Clean Concrete	No Charge
Environmental Land Services, Inc. Bunnell, FL	Pressure Treated Wood	\$52.00 per Ton
Environmental Land Services, Inc. Bunnell, FL	Misc. Non-Hazardous Debris	\$52.00 per Ton
Environmental Land Services, Inc. Bunnell, FL	Tipping Fee	N/A

The intent of the City of Palm Coast is to award Environmental Land Services, Inc. for all debris types.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to



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the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.



ITB-PW-18-28 - Debris Disposal Services

Project Overview

Project Details	
Reference ID	ITB-PW-18-28
Project Name	Debris Disposal Services
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of establishing a one-year contract with a vendor(s) for Debris Disposal Services to lawfully dispose of debris from public property and public rights-of-way. The City of Palm Coast is soliciting bids on behalf of the Public Works Department.



Open Date	Jan 31, 2018 8:00 AM EST
Close Date	Mar 01, 2018 2:00 PM EST

Awarded Suppliers	Reason	Score
Environmental Land Services, Inc		80 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Required Forms (A,B,C,D,1-10)	Mar 01, 2018 2:14 PM EST	Kelly Downey
Permit(s)	Mar 01, 2018 2:14 PM EST	Kelly Downey

Questions and Answers

TFR Enterprises, Inc



ITB-PW-18-28

Tiffany Wilkes, Feb 21, 2018 2:36 PM EST

1. Page 7, Local Preference is prohibited by FEMA. Will the City consider removing this requirement?
2. Page 16, Permits. Are you wanting permits for the disposal facility we own? Or the facility we intend to open an account with? Thank you

Kelly Downey, Feb 21, 2018 4:43 PM EST

Good Afternoon Tiffany. 1. Local preference would still apply to this bid. The debris disposal referenced in this bid manual is not FEMA funded, so local preference would still be a factor. 2. The Permits specifications are listed on page 2 of the bid manual. The permitting applies to the disposal facility for the debris. The City will haul the debris to a specified disposal location. The awarded bidder would specify the debris disposal location.

Public Notices

ITB-PW-18-28 Submission due March 1



Kelly Downey, Feb 28, 2018 8:42 AM EST

ITB-PW-18-28 Debris Disposal submissions are due by 2:00 PM Thursday March 1, 2018.

ITB-PW-18-28 Debris Disposal Submission Deadline

Kelly Downey, Mar 01, 2018 9:15 AM EST

ITB-PW-18-28 Debris Disposal submissions are due by 2:00 PM today - March 1, 2018.

Notice of Intent to Award

Kelly Downey, Mar 06, 2018 9:01 AM EST

The Notice of Intent to Award for ITB-PW-18-28 has been posted.

Submissions



Supplier	Date Submitted	Name	Email	Confirmation Code
Environmental Land Services, Inc	Mar 01, 2018 1:08 PM EST	Laura Cohill	laura.cohill@elsfc.com	MjExODM=

Project Criteria

Criteria	Points	Description
Required Documents	Pass/Fail	All required documents included
Permit(s)	Pass/Fail	All required permits included
Vegetative Waste	20 pts	Vegetative Waste Price
Construction & Demolition (C&D)	20 pts	Construction & Demolition (C&D) Price
Clean Concrete	20 pts	Clean Concrete Pricing
Pressure Treated Wood	20 pts	Pressure Treated Wood Pricing
Misc. Non Hazardous Debris	20 pts	Misc. Non Hazardous Debris Pricing



Tipping Fees	20 pts	Tipping Fees
Total	120 pts	

Scoring Summary

Active Submissions

	Total	Required Documents	Permit(s)	Vegetative Waste	Construction & Demolition (C&D)
Supplier	/ 120 pts	Pass/Fail	Pass/Fail	/ 20 pts	/ 20 pts
Environmental Land Services, Inc	80 pts	Pass	Pass	20 pts (\$52)	20 pts (\$52)



	Clean Concrete	Pressure Treated Wood	Misc. Non Hazardous Debris	Tipping Fees
Supplier	/ 20 pts	/ 20 pts	/ 20 pts	/ 20 pts
Environmental Land Services, Inc	0 pts (\$0)	20 pts (\$52)	20 pts (\$52)	0 pts (\$0)

Proposal Scores

Environmental Land Services, Inc - Scoring Summary

Evaluation Group 1 - Required Document Evaluation

	Total	Required Documents	Permit(s)	Construction & Demolition (C&D)
Reviewer	/ 20 pts	Pass/Fail	Pass/Fail	/ 20 pts
Kelly Downey	20 pts	Pass	Pass	\$52



	Total	Required Documents	Permit(s)	Construction & Demolition (C&D)
Reviewer	/ 20 pts	Pass/Fail	Pass/Fail	/ 20 pts
	Average:	Pass	Pass	\$52
		↓	↓	↓
Calculated:	20 pts	Pass	Pass	20 pts (\$52)

Evaluation Group 2 - Price Evaluation

	Total	Vegetative Waste	Clean Concrete	Pressure Treated Wood	Misc. Non Hazardous Debris
Reviewer	/ 100 pts	/ 20 pts	/ 20 pts	/ 20 pts	/ 20 pts
Kelly Downey	60 pts	\$52	\$0	\$52	\$52
	Average:	\$52	\$0	\$52	\$52



	Total	Vegetative Waste	Clean Concrete	Pressure Treated Wood	Misc. Non Hazardous Debris
Reviewer	/ 100 pts	/ 20 pts	/ 20 pts	/ 20 pts	/ 20 pts
		↓	↓	↓	↓
Calculated:	60 pts	20 pts (\$52)	0 pts (\$0)	20 pts (\$52)	20 pts (\$52)

	Tipping Fees
Reviewer	/ 20 pts
Kelly Downey	\$0
	\$0
	↓
Calculated:	0 pts (\$0)

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/10/2018

Department CITY CLERK Item Key 3111	Amount Account #
Subject CALENDAR/WORKSHEET	
Background :	
Recommended Action :	

#	File #	Item	Title	Staff
1		Resolution	Debris Disposal MPA	Abreu
2		Presentation	Annual Investment Presentation	Alves
3		Presentation	SAP Evaluation Workshop #2	Bevan
4		Resolution	East Flagler Mosquito Control Services	Falgout
5		Resolution	Pump Station D Improvements	Kronenberg
6		Resolution	IA SOE Election Services	Smith
Business 4/17/2018				
1		Resolution	Debris Disposal MPA	Abreu
2		Ordinance 2nd	Floodplain Management	Bevan
3		Ordinance 2nd	Bldgs and Bldg Regulation Technical Amendment	Bevan
4		Presentation	SAP Proposed Updates and Additional Priorities Adoption	Bevan
5		Discussion	Shortlist Executive Search Firms	Falgout
6		Resolution	East Flagler Mosquito Control Services	Falgout
7		Resolution	Pump Station D Improvements	Kronenberg
8		Proclamation	Volunteer Recognition	Lane
9		Ordinance 2nd	Transportation Impact Fee	Papa
10		Presentation	Appoint Members of the BEAC	Smith
11		Resolution	IA SOE Election Services	Smith
Workshop 4/24/2018				
1		Resolution	Consumptive Use Permit Modification	Adams/Matthews
2		Resolution	Rebuild/Rehab and Testing of SW-4R	Adams/Hogan
3		Presentation	Street Resurfacing Update	Castello
4		Presentation	10 year Capital Improvement forecast	Cote
5		Resolution	Pipe Replace/Rehab	Cote/Peel
6		Presentation	Executive Search Firms	Council
7		Ordinance	Airport Area Overlay Master Plan	Meehan
Business 5/1/2018				
1		Resolution	Consumptive Use Permit Modification	Adams/Matthews
2		Resolution	Rebuild/Rehab and Testing of SW-4R	Adams/Hogan
3		Resolution	Pipe Replace/Rehab	Cote/Peel
4		Proclamation	Nurses Week	Lane
5		Proclamation	Employee Appreciation Month	Lane

6	Ordinance 1st	Airport Area Overlay Master Plan	Meehan
7	Proclamation	Arbor Day	Mini
8	Presentation	Public Safety Update	Staly
		Workshop 5/8/2018	
1	Resolution	Presentation to City Council - Year to Date Budget Results	Alves/Williams
2	Resolution	Contract Executive Search Firms	Council
3	Ordinance	Amend LDC Chapter 5 rewrite	Hoover
		Business 5/15/2018	
1	Discussion	Final Ranking Executive Search Firms	Council
2	Proclamation	Kids to Park Day	Lane
3	Ordinance 1st	Amend LDC Chapter 5 rewrite	Hoover
4	Ordinance 2nd	Airport Area Overlay Master Plan	Meehan
		Workshop 5/29/2018	
1	Presentation	Fund Accounting and Long Term Planning	Alves/Williams
		Business 6/5/2018	
1	Resolution	Contract Executive Search Firms	Council
2	Ordinance 1st	Amend LDC Chapter 5 rewrite	Hoover
3	Presentation	Citizen's Academy Graduation 43	Lane
4	Proclamation	Fire	Lane
		Future	
1	Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
2	Resolution	Fixed Base Meter Reading	Adams/Zaleski
3	Resolution	Annual Fire Inspection Fees	Alves
4	Presentation	Property Tax and Other Revenue 6/12	Alves/Williams
5	Presentation	General Fund and TRIM Rate 7/10	Alves/Williams
6	Resolution	Proposed Millage Rate 7/17	Alves/Williams
7	Presentation	Proprietary and Special Revenue Funds 8/14	Alves/Williams
8	Resolution	Budget Workshop - Final Proposed Budget 8/28	Alves/Williams
9	Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
10	Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
11	Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
12	Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
13	Resolution	Bulldog Drive Maintenance Map	Cote
14	Presentation	Finalize 5 Year CIP 7/31	Cote

15	Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
16	Resolution	Plan Administrator for Retirement Benefits	Cullen
17	Resolution	Property Exchange NECGA	Falgout
18	Resolution	IA Flagler Schools Fire Truck Donation	Forte
19	Resolution	WWTP#1 Odor Control	Kronenberg
20	Presentation	Flagler County Health Dept. Update	Lane
21	Presentation	Citizen's Academy Graduation-10/16 44	Lane
22	Ordinance	Rezone 40 Colchester	Meehan
23	Ordinance 1st	Coastal Trace FLUM	Papa
24	Ordinance 1st	Coastal Trace Rezoning	Papa



Meeting Calendar for 4/11/2018 through 5/31/2018

4/17/2018 9:00 AM

City Council
City Hall

4/18/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

4/24/2018 9:00 AM

City Council Workshop
City Hall

4/26/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

5/1/2018 6:00 PM

City Council
City Hall

5/2/2018 10:00 AM

Code Enforcement Board
City Hall

5/8/2018 9:00 AM

City Council Workshop
City Hall

5/9/2018 6:30 PM

Leisure Services Advisory Committee
City Hall



Meeting Calendar for 4/11/2018 through 5/31/2018

5/11/2018 8:30 AM

Volunteer Firefighters' Pension Board

Fire Station #25

5/15/2018 9:00 AM

City Council

City Hall

5/16/2018 5:30 PM

Planning & Land Development Regulation Board

City Hall

5/24/2018 5:00 PM

Beautification and Environmental Advisory Committee

City Hall

5/29/2018 9:00 AM

City Council Workshop

City Hall

City of Palm Coast, Florida Agenda Item

Agenda Date : 4/10/2018

Department CITY CLERK Item Key 3166	Amount Account #
Subject ATTACHMENTS TO MINUTES	
Background :	
Recommended Action :	

2018 Strategic Action Plan Evaluation Results



CITY COUNCIL WORKSHOP #2 – APRIL 10, 2018

Organizing Council Feedback

- Applied City Council feedback from March 27, 2018 Workshop
- Categorized discussed topics according to “Existing” and “New”
- **“Existing”**: Staff will apply provided feedback to existing projects that are underway
- **“New”**: Staff refined topics and inventoried for further consideration

New	Strategy	Point of Interest	Budget Consideration	Budget	Priority Yes or No
X		3.2.2	City Council Topic	X	

City Council Feedback - Summary

New	Strategy	Point of Interest	Budget Consideration	Priority Yes or No
X	1.2.3	Evaluate opportunities to work with citizens along Florida Park Drive to improve landscaping along the roadway		
X	2.1.2	Create a stakeholders group to create a new Vision for Town Center through a strategic approach		
X	2.1.2	Create a dedicated funding mechanism to support events and programs in pursuit of innovation in Town Center. Utilize stakeholders to create funding program framework	X	
X	2.1.4	Evaluate the feasibility of requiring new construction to incorporate a committed fiber port through building code regulations	X	
X	5.2.4	Develop a robust citizen engagement platform and ensure that cost-benefit analysis includes ongoing maintenance of the system	X	

City Council Feedback - Summary

New	Strategy	Point of Interest	Budget Consideration	Priority Yes or No
X	3.2.2	Evaluate opportunities to improve public facing “public records” search capabilities	X	
X	3.2.2	Improve communication infrastructure (phone/internet service) at City Hall and other City facilities to ensure continuum of services	X	
X	3.2.2	Evaluate existing software product(s)’ maintenance costs and technological advancement needs to ensure that long-term financial investment is acceptable or justifies an alternative product	X	
X	5.1.2	Incorporate a future premier multi-purpose recreation center into the Tennis Center area and the long-range plan. Ensure all generations are served.	X	

City Council Feedback - Summary

New	Strategy	Point of Interest	Budget Consideration	Priority Yes or No
X	5.2.2	Request Florida Power & Light to provide a presentation to City Council to discuss the feasibility of underground utility retrofits and mounting of equipment on utility poles		

Next Steps

- “New” Points of interest (Priorities) will be provided via a Ballot at April 17th Business Meeting
- Priorities receiving 3 or more votes will be adopted by Resolution
- Staff evaluates budget implications and develops SAP Action Agenda in preparation of budget adoption



Questions???



541

Miles of
Road



9,000

Traffic
Signs &
Signals



13

Park
Facilities



4

Treatment
Plants



500

Miles of
Pipe



125

Miles of
Path



1,222

Miles of
Swale



19

Major
Stormwater
Structures



19

City
Facilities